the garnishment proceeding must be instituted not only in the same state but in the same court in which the judgment was recovered, has given rise to dire conflict among the authorities. Some of the older cases hold that no judgment debtor is subject to garnishment. *Trowbridge* v. *Means*, 5 Ark. 135, 39 Am. Dec. 368; *Norton* v. *Winter*, 1 Or. 47, 62 Am. Dec. 297. However, it is held in most jurisdictions that since such judgment is a debt owing to the judgment creditor, it may be reached by garnishment proceedings in the state in which the judgment is rendered. *Luton* v. *Hoehn*, 72 Ill. 81; *Skipper* v. *Foster*, 29 Ala. 330, 65 Am. Dec. 405; *Woodward* v. *Carson*, 86 Pa. St. 176. Probably the majority of the courts hold that, though the judgment may be reached, yet such proceedings must be instituted in the same court in which the judgment was recovered; for one court cannot interfere with the judicial administration of another of equal or superior jurisdiction. *Thomas* v. *Wooldridge*, 2 Woods. 667, Fed. Cas. 13918; *Shinn* v. *Zimmerman, supra; American Bank* v. *Snow, supra; Renier* v. *Hurlbut, supra; Hamill* v. *Peck*, 11 Col. App. 1, 52 Pac. 216.

A few courts, however, sustain the doctrine that garnishment proceedings may be maintained in one state court against a judgment debtor whose judgment was recovered in another court of the same state. *Luton* v. *Hoehn, supra.* See also, *Jones* v. *St. Ouge*, 67 Wis. 520, 30 N. W. 927. It has been suggested that to allow such proceedings in a different court would not control the action of the court in which the judgment was rendered; because as soon as judgment is recovered the court loses control over the proceedings and its execution goes into the hands of the sheriff, and therefore garnishment would only affect the execution plaintiff and not the court. And it seems that the judgment debtor may protect himself against paying the debt twice by writ of *audita querela* or by a suit in equity. *Gager* v. *Watson*, 11 Conn. 168.

INSURANCE—ACCIDENT INSURANCE—EXTENT OF LIABILITY.—The plaintiff, a cotton planter whose duty it was to superintend a plantation, took out an accident insurance policy with the defendant company which entitled him to a certain amount weekly if he was totally disabled, and half that amount if he was partially disabled, by accident. The plaintiff fell and fractured his right hip, with the result he was no longer able to superintend the plantation; but he occasionally drove to a plantation owned by his daughter and gave a few directions to the foreman. He sued to recover the amount he was entitled to if totally disabled. *Held*, the plaintiff can recover. *Metropolitan Casualty Ins. Co.* v. *Cato* (Miss.), 74 South. 114. For principles involved, see 1 VA. LAW REV. 330.

INSURANCE—HEALTH INSURANCE—CONFINEMENT WITHIN THE HOUSE.—A clause in a health insurance policy provided for indemnity during such period as the insured might be necessarily and continuously confined within the house. The insured became ill; but, without orders from his physician, visited his store almost daily, though lying down most of the time while there. Recovery was sought because of such

illness. *Held*, the plaintiff cannot recover. *American, etc., Ins. Co.* v. *Nirdlinger* (Miss.), 73 South. 875.

The majority of courts place a liberal construction on such clauses as, "necessarily and continuously confined within the house." Thus, where the disease is such as to require fresh air, the courts are practically unanimous in allowing a recovery, though the insured daily spends part of his time out of doors. *Great Eastern Casualty Co.* v. *Robins*, 111 Ark. 607, 164 S. W. 750; *Dulaney* v. *Fidelity and Casualty Co.*, 106 Md. 17, 66 Atl. 614. This is especially true when the insured acts upon a physician's orders. *Metropolitan, etc., Co.* v. *Hawes*, 150 Ky. 52, 149 S. W. 1110, 42 L. R. A. (N. S.) 700. The holding is justified on the ground that the things done have a tendency to hasten recovery and thereby benefit the insurer. *Columbian Relief Fund Ass'n* v. *Gross*, 25 Ind. App. 215, 57 N. E. 145. Recovery has also been allowed where the insured made regular trips to a sanitarium or to his physician's office for treatment. *Ramsey* v. *General, etc., Ins. Co.*, 160 Mo. App. 236, 142 S. W. 763; *Breil* v. *Claus, etc., Vereen*, 84 Neb. 155, 18 Ann. Cas. 1110, 23 L. R. A. (N. S.) 359.

But there must be a substantial confinement within the spirit of the term. Thus, there can be no recovery where the insured suffered from a felon and stated in his preliminary report to the insurer that he was not necessarily confined to his house. *Cooper* v. *Phœnix, etc., Ass'n*, 141 Mich. 478, 104 N. W. 734. Nor where the insured takes trips to various cities, occasionally resting in the bed during the daytime. *Bradshaw* v. *American Benevolent Ass'n*, 112 Mo. App. 435, 87 S. W. 46; *Rocci* v. *Massachusetts Accident Co.* (Mass.), 110 N. E. 972. And so, in a case similar to the principal case, the insured, who went to his store daily and sat there superintending his business, was not allowed to recover. *Shirts* v. *Phœnix, etc., Ass'n*, 135 Mich. 444, 97 N. W. 966.

Since the purpose of such a policy is to indemnify the insured against loss of time in his occupation, it has been held by a few courts that the test of "continuous confinement" is whether the insured is able to perform the duties of his employment. *National, etc., Ins. Co.* v. *King*, 102 Miss. 470, 59 South. 407; *Scales* v. *Masonic Protective Ass'n*, 70 N. H. 490, 48 Atl. 1084. But the language used does not seem to justify this interpretation.

INTERSTATE COMMERCE—WHITE SLAVE TRAFFIC ACT—SCOPE.—The defendant participated in the transportation of a woman from California into Nevada, in order that she might become his mistress. She accompanied the defendant voluntarily, and it was admitted that there was no intent to prostitute her for pecuniary profit. The defendant was indicted under the White Slave Traffic Act of June 25, 1910. *Held*, the defendant is guilty. *Caminetti* v. *United States*, 37 Sup. Ct. Rep. 192. See NOTES, p. 653.

NEGLIGENCE—FAILURE TO COMPLY WITH STATUTE—REQUIREMENTS AS TO FIRE ESCAPES.—A state statute required all hotels to be equipped with fire escapes in a specified manner. The plaintiff's intestate, who was a guest at a hotel owned by the defendant but operated by a lessee in